

# **Grant County Economic Development Council**

## **2023 MUNICIPAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this day by and between the **Grant County**, a municipal corporation hereinafter referred to as the "**MUNICIPALITY**," and **Grant County Economic Development Council**, hereinafter referred to as the "**AGENCY**."

THEREFORE, it is hereby covenanted and agreed as follows:

WHEREAS the **MUNICIPALITY** desires to have certain services performed as hereinafter set forth requiring specialized skills and other supported capabilities; and

WHEREAS the **AGENCY** represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

### **I. SERVICES**

The **AGENCY** shall provide the **MUNICIPALITY** the services outlined in Building Prosperity. Specific services from Building Prosperity include improved coordination of federal, state, local and other program services and actions affecting the local economy by facilitating the planning, development and sponsorship of educational workshops and seminars aimed at assisting and improving operations and finances of existing industrial and agriculture business, as well as local governments. The **AGENCY** shall also provide research and consultation services as necessary and as they are able to aid the **MUNICIPALITY** in the planning and development of new and expanded programs, services, facilities, utilities, and properties.

The **AGENCY** shall provide consultation and assistance as necessary and as they are able in developing proposals for prospective commercial and industrial clients. The **AGENCY** shall also provide a comprehensive marketing package aimed at highlighting agriculture, commerce and industry, energy resources, education, recreation, tourism, and the quality-of-life in Grant County.

### **II. REPORTING REQUIREMENTS**

The **AGENCY** shall submit periodic reports as required by the **MUNICIPALITY**, which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

### **III. DURATION OF AGREEMENT**

The terms of this Agreement and the performance of the **AGENCY** shall commence January 1, 2023 and terminate **December 31, 2023**. The Agreement may be extended or

terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

**IV. COMPENSATION AND METHOD OF PAYMENT**

The **MUNICIPALITY** shall reimburse the **AGENCY** for economic personnel under this Agreement in the amount of **\$60,000** billed in quarterly installments of **\$15,000** each payable within sixty (60) days of invoice. Invoicing shall include sufficient back-up to support cost of personnel.

**V. NOTICES**

Written notices to each party shall be sent to the following addresses: Grant County Economic Development Council, 6594 Patton Boulevard Northeast, Moses Lake, WA 98837, and to the **Grant County, P.O. Box 37, Ephrata, WA 98823**

**VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

The **AGENCY** agrees to maintain books and records, and document accounting procedures, which accurately reflect all direct and indirect costs, related to the performance of this Agreement. The **AGENCY** shall retain all books, records, documents, and other material relevant to this Agreement for five (5) years after its expiration.

The **AGENCY** agrees that the **MUNICIPALITY**, or its designated agent, shall have full access and right to examine any of said materials at all reasonable times during said period. The **AGENCY** agrees to the established guidelines requiring that a "Single Audit" be conducted for federal funds received more than \$25,000.00.

**VII. COMPLIANCE WITH LAWS**

The **AGENCY**, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

**VIII. NON-DISCRIMINATION IN EMPLOYMENT**

The **AGENCY** agrees that it shall not discriminate against any employee or applicant on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the disability prevents the proper performance of the worker involved.

The **AGENCY** shall insure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap. Such action shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships.

The **AGENCY** shall take such action with respect to this contract as may be required to ensure full compliance with Chapter 49.60 RCW and applicable federal laws and regulation.

**IX. NON-DISCRIMINATION IN CLIENT SERVICES**

A. The **AGENCY** shall not discriminate, on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical disability:

- (1) Deny any individual any services or other benefits provided this Agreement.
- (2) Provide any services or other benefits to any individual which are different, or are provided in a different manner, from those provided to others under this Agreement.
- (3) Subject an individual to segregation or separate treatment in a manner related to his/her receipt of any services or other benefits provided under this Agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise or will afford him/her opportunity to do so, which is different from that afforded to others under this Agreement.
- (5) The **AGENCY**, in determining (a) the types of services or other benefits to be provided, or (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the discrimination because of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap or have the effect of defeating or substantially impairing accomplishment of the objective of this Agreement, with respect to individuals of a particular race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

B. The **AGENCY** shall take affirmative action to ensure that its facilities and programs are accessible to people with sensory, mental, or physical handicaps.

**X. INDEMNIFICATION/HOLD HARMLESS**

All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the **AGENCY'S** own risk and the **AGENCY** expressly agrees to indemnify and hold harmless the **MUNICIPALITY** and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the **MUNICIPALITY** which result from, arise out of, or are in any way connected with the services to be performed by the **AGENCY** under this Agreement.

**XI. INDEPENDENT CONTRACTOR STATUS**

The parties intend that an independent contractor relationship will be created by this contract. No agent, official, officer, employee, servant, or representative of the **AGENCY** shall be deemed to be an officer, official, employee, agent, servant, or representative of the **MUNICIPALITY** for any purpose. The **AGENCY** will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives.

The **AGENCY** is now and has always been an independent contractor. Nothing contained in this contract, or related documents shall be construed as creating any form of employment relationship between the **MUNICIPALITY** and the **AGENCY**, or the agents, officers, or employees of the **AGENCY**. The agents, officers, or employees of the **AGENCY** shall not be entitled to any rights or privileges of **MUNICIPALITY** employment. The **AGENCY** assumes exclusive responsibility for all actions, rights and obligations of its agents, officers, or employees.

The **AGENCY** is responsible for all payroll taxes, as otherwise appropriate, including without limitation, Federal Social Security taxes, Federal and State unemployment taxes and State workmen's compensation, insurance premiums, license fees, and any other expenses of the **AGENCY** relating to the execution of this contract.

The **MUNICIPALITY** has not and shall not be responsible for withhold or payment of any taxes or Social Security on behalf of the **AGENCY**, including without limitation, industrial insurance premiums. The **AGENCY** shall be fully responsible for any such withholding or payments including without limitation, taxes, social security, and industrial insurance premiums.

**XII. TERMINATION**

If the **AGENCY** fails to comply with the terms and conditions of the Agreement, the **MUNICIPALITY** may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement.


**XIII. ENTIRE AGREEMENT**


The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

**AGENCY:** Grant County Economic Development Council

  
\_\_\_\_\_  
Louis Szablya, President

  
\_\_\_\_\_  
Brant Mayo, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

**MUNICIPALITY:** Grant County

\_\_\_\_\_  
Rob Jones, BOCC Chair

\_\_\_\_\_  
Cindy Carter, Vice-Chair

\_\_\_\_\_  
Danny E Stone, Member


Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

Date

Approved as to form:

  
\_\_\_\_\_  
(Printed Name)

  
\_\_\_\_\_  
(Signed)

Deputy Prosecuting Attorney

Date: 3/8/23